

12 FAM 560 GENERAL ADMINISTRATION

*(TL:DS-88; 02-13-2003)
(Office of Origin: A/RPS/DIR)*

12 FAM 561 SECURITY INSPECTION OF EXCESS PROPERTY

*(TL:DS-88; 02-13-2003)
(Uniform State, AID, OPIC, TDP)*

The person authorizing property to be removed is responsible for the inspection of all material, furniture, typewriters, automated information system (AIS) equipment, etc., leaving an office to ensure that no classified, administratively controlled, or valuable material is inadvertently unprotected. The unit security officer should also examine the property and make a notation on Form *DS-586, Turn-in Property Inspection Certification*, that an inspection has been made for classified material. The OF-302 should also be signed by at least one person other than the unit security officer. When inspecting safes, file cabinets, and desks, completely remove all drawers from the furniture as paper tends to slide underneath and behind the drawers. For additional directions, see 6 FAM.

12 FAM 562 INFORMATION SECURITY EDUCATION AND TRAINING PROGRAMS OPERATION

*(TL:DS-61; 10-01-1999)
(Uniform State, AID, OPIC, TDP)*

DS/ISP/APB is responsible for developing, defining, inspecting, and advising on facilities, procedures, and controls for safeguarding classified and administratively controlled information, and for the enforcement of these regulations as they pertain to operations worldwide. DS/ISP/APB establishes inspection programs and maintains active training and orientation programs for employees requiring access to classified information to impress upon each employee individual responsibility for exercising vigilance and care in complying with the provisions of these regulations. These programs include a continuing review of the implementation of these regulations to insure that

national security information is properly safeguarded. For AID, IG/SEC/PSI is responsible for the security education and training program.

12 FAM 563 POST AND UNIT SECURITY OFFICERS

12 FAM 563.1 Designation of Unit Security Officers

(TL:DS-61; 10-01-1999)

(Uniform State, AID, OPIC, TDP)

Domestically, the head of each major functional area must designate a principal unit security officer to assist in carrying out the area's security responsibilities. Make a written notification of principal unit security officer designations and changes to DS/ISP/APB. Principal unit security officers of larger functional areas may designate and direct assistant unit security officers to carry out security responsibilities. A written notice of unit security officer appointment must be sent to DS/ISP/APB, as it is made. This listing of USOs must be updated, as necessary, and sent to DS/ISP/APB whenever a change occurs. For AID, IG/SEC is responsible.

12 FAM 563.2 Responsibilities of Post Security and Unit Officers

(TL:DS-61; 10-01-1999)

(Uniform State, AID, OPIC, TDP)

Employees designated as post or unit security officers perform the security duties prescribed for them in addition to the duties of their regular positions. Each post and unit security officer maintains an active training and orientation program to impress each employee with individual responsibility for exercising vigilance and care in complying with the provisions of the security regulations. The post security officer maintains liaison with the RSO and otherwise assists in the general administration of the security program within the assigned area of jurisdiction. Domestically, the unit security officer maintains liaison with DS/ISP/APB. For AID, liaison is maintained with IG/SEC. In addition, the post security officer performs such other security duties as may be required by the RSO.

12 FAM 563.3 Regional Security Officers

(TL:DS-61; 10-01-1999)

(Uniform State, AID, OPIC, TDP)

With respect to the information security program at post, the RSO receives advice, guidance, and direction from DS/ISP/APB. RSOs serve as the program manager for the information security program at post under their cognizance.

12 FAM 563.4 Contractor/Consultant Employees

(TL:DS-61; 10-01-1999)

(Uniform State, AID, OPIC, TDP)

Regulations concerning contractor/consultant employees are located in 12 FAM 570.

12 FAM 564 BRIEFINGS

(TL:DS-61; 10-01-1999)

(Uniform State, AID, OPIC, TDP)

The information security education program shall include all personnel authorized or expected to be authorized access to classified and/or administratively controlled information. The program shall, as a minimum, be designed to:

- (1) Advise personnel of the adverse affects to the national security that could result from unauthorized disclosure and of their personal and legal responsibility to protect classified information within their knowledge, possession, or control;
- (2) Indoctrinate personnel in the principles, criteria, and procedures of proper classification management, to include the classification, downgrading, declassification, marking, control and accountability, storage, destruction, and transmission of classified information and material;
- (3) Familiarize personnel with procedures for challenging classification decisions believed to be improper;
- (4) Familiarize personnel with the security requirements of their particular assignment;
- (5) Familiarize personnel with system security standards for use of automated information systems;

- (6) Advise personnel of the strict prohibition against discussing classified information over an unsecure telephone or in any other manner that permits interception by unauthorized persons;
- (7) Inform personnel of the penalties for violation or disregard of the provisions of this regulation; and
- (8) Instruct personnel that individuals having knowledge, possession, or control of classified information must determine, before disseminating such information, that the prospective recipient has been cleared for access by competent authority; needs the information in order to perform his or her official duties; and can properly protect (or store) the information.

12 FAM 564.1 Initial

(TL:DS-61; 10-01-1999)
(Uniform State, AID, OPIC, TDP)

- a. All employees must be afforded a briefing on these regulations. Each new employee is required to read and sign Form SF-312, Nondisclosure Agreement (see 12 FAM 564 Exhibit 564.1), at the time of entrance on duty and prior to being afforded access to national security (classified) information.
- b. In addition, it is the responsibility of post and principal unit security officers to insure that all newly assigned or newly employed personnel are briefed on security matters specific to a post or area.

12 FAM 564.2 Refresher

(TL:DS-61; 10-01-1999)
(Uniform State, AID, OPIC, TDP)

Under the direction of DS/ISP/APB, a program shall be established to provide, at a minimum, annual security training for personnel having continued access to classified information. Within AID, this will be accomplished by IG/SEC.

12 FAM 564.3 Special Access

(TL:DS-61; 10-01-1999)
(Uniform State, AID, OPIC, TDP)

Indoctrination briefings for Sensitive Compartment Information (SCI) or

Special Access Program (SAP) will be conducted by INR or the program manager for the SAP, respectively.

12 FAM 564.4 Termination

(TL:DS-88; 02-13-2003)

(Uniform State, AID, OPIC, TDP)

- a. A security debriefing will be conducted and a separation statement will be completed whenever an employee is terminating employment or is otherwise to be separated for a continuous period of 60 days or more. The debriefing is mandatory to ensure that separating personnel are aware of the requirement to return all classified material and of a continuing responsibility to safeguard their knowledge of any classified information. The separating employee must be advised of the applicable laws on the protection and disclosure of classified information (see 12 FAM 557 Exhibit 557.3) before signing Form OF-109, *Separation Statement* (see 12 FAM 564 Exhibit 564.4).
- b. AID's Office of Security, IG/SEC, will conduct a security debriefing upon the separation of AID employees.

12 FAM 565 THROUGH 569 UNASSIGNED

12 FAM 564 EXHIBIT 564.1 FORM SF-312, CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

(TL:DS-61; 10-01-1999)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual -- Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Section 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.

4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, *the provisions of Section 783(b), title 50, United States code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in the Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication or revelation of classified information not consistent with the terms of this Agreement.

6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Sections 793 and/or 1924, Title 18, United States Code, a United States criminal law.

8. unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

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10. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958, Section 7211 of Title 5, United States code (governing disclosures to Congress); Section 1034 of Title 10, United States code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 796, 952 and 1924 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.

11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

SIGNATURE	DATE (mm-dd-yyyy)	SOCIAL SECURITY NUMBER (See Notice below)
ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)		

WITNESS		ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.		THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	
SIGNATURE	DATE (mm-dd-yyyy)	SIGNATURE	DATE (mm-dd-yyyy)
NAME AND ADDRESS (Type or print)		NAME AND ADDRESS (Type or print)	


SECURITY DEBRIEFING ACKNOWLEDGMENT	
I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I have) I have not) I strike out inappropriate word or words) received a security debriefing.	
SIGNATURE OF EMPLOYEE	DATE (mm-dd-yyyy)
NAME OF WITNESS (Type or print)	SIGNATURE OF WITNESS

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your failure to do so may impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.
STANDARD FORM 312 (Rev. 1-00) BACK

12 FAM 564 EXHIBIT 564.4 FORM OF-109, SEPARATION STATEMENT

(TL:DS-88; 02-13-2003)

	<p>U.S. Department of State</p> <p>SEPARATION STATEMENT</p>
<p>I, _____, make the following statement in connection with my <small>(please type or print)</small> separation from employment in the U.S. Department of State. As used herein, the term "employment" includes all periods of assignment or detail, as well as any periods of temporary, part-time or intermittent employment therein, and the term "separation" includes suspension for any period in excess of 30 days, retirement from active duty, transfer to another agency, resignation, furlough to enter military service, etc.</p>	
<p>1. I have surrendered to responsible officials all classified or administratively controlled documents and material with which I was charged or which I had in my possession, and I am not retaining in my possession, custody, or control, documents or material containing classified or administratively controlled information furnished to me during the course of such employment or developed as a consequence thereof, including any diaries, memorandums of conversation, or other documents of a personal nature that contain classified or administratively controlled information.</p>	
<p>2. I have surrendered to responsible officials all unclassified documents and papers relating to the official business of the Government acquired by me while in the employ of the Department.</p>	
<p>3. I shall not publish, nor reveal to any person, any classified or administratively controlled information of which I have knowledge, or any other information transmitted to me in confidence in the course of my official duties, except as may be authorized by officials of the employing Department empowered to grant permission for such disclosure.</p>	
<p>4. I have been advised by the interviewing officer whose name appears below and understand the criminal penalties relating to U.S. Government records and information and the use thereof:</p>	
<p><u>Title 18, U.S. Code</u></p> <p>Section 641 - Public Money, Property or Records 793 - Gathering, Transmitting or Losing Defense Information 794 - Gathering or Delivering Defense Information to Aid Foreign Govt. 798 - Disclosure of Classified Information 952 - Diplomatic Codes and Correspondence 1905 - Disclosure of Confidential Information 2071 - Concealment, Removal, or Mutilation of Records</p>	<p><u>Title 50, U.S. Code</u></p> <p>Section 783(b) - Communication of Classified Information by Government Officer or Employee 783(d) - Penalties for Violation</p> <p><u>Title 42, U.S. Code</u></p> <p>Section 2272 - Violation of Specific Sections 2273 - Violation of General Sections 2274 - Communication of Restricted Data 2275 - Receipt of Restricted Data 2276 - Tampering With Restricted Data 2277 - Disclosure of Restricted Data</p>
<p>These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798 and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.</p>	
<p>5. I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have)(have not) (strike out inappropriate word or words) received a security debriefing.</p>	
<p>6. I have been advised by the interviewing officer whose signature appears below and fully understand that Section 1001 of Title 18, United States Code, provides criminal penalties for knowingly and willfully falsifying or concealing material fact in a statement or document submitted to any department or agency of the United States Government concerning a matter under its jurisdiction.</p>	
<p>_____ Signature of Interviewing Officer</p> <p>_____ Date (mm-dd-yyyy)</p> <p>_____ Typed Name of Interviewing Officer</p> <p>_____ Post, Department</p>	<p>_____ Signature in Presence of Interviewing Officer</p> <p>_____ Date of Birth (mm-dd-yyyy)</p> <p>_____ Date Signed (mm-dd-yyyy)</p> <p>_____ Typed Name of Employee</p> <p>_____ Other Names Used During This Period of Employment</p>